



— FLUIDS, LLC —

Innovative Fluids, LLC • 415 Squires Drive • Milan, MI • 48160

LOANED EQUIPMENT AGREEMENT

The following described equipment is loaned to: _____

Street Address: _____ City: _____ State: _____ Zip: _____

For use in storing, handling, dispensing and selling products distributed by Innovative Fluids, LLC only, subject to the terms and conditions as set forth on the reverse side of the agreement.

Quantity	Make	Model #	Serial Number	Equipment Description	Value /Ea.
	Ace Roto-Mold		N/A	_____ Product Storage Tank	
	Flojet		N/A	Electric Product Dispensing Pump	
	Pending		N/A	25 Ft. Product Dispensing Hose	
	Pending		N/A	Dispensing Gun / Nozzle	
Partner Distributor: _____				Total Value:	

(Business Name) (Distributor / Partner)

(Signature) (Signature)

(Print Name / Title) (Print Name / Title)

(Date) (Date)



Loaned Equipment Agreement Terms & Conditions

1. Borrower acknowledges that he/she has received the equipment listed on the obverse of this document in good condition, from Innovative Fluids, LLC, and that he shall keep said equipment in good condition and repair. In addition, Borrower certifies that he will insure the equipment against all risks, that he will not sell, encumber, remove or otherwise dispose of said equipment from the place where said equipment is to be located, indicated on the obverse hereof.
2. It is expressly understood and agreed by the parties that the equipment being borrowed is, and shall remain the property of Innovative Fluids, LLC.
3. Borrower acknowledges that the items listed on the obverse are loaned to him at the specific request of the Borrower with the express intention and certification that they will be used by him on the stated premises, for storage, handling, dispensing and sale of products supplied by Innovative Fluids, LLC and Borrower has indicated to Innovative Fluids, LLC his intention to use the items for such purposes only.
4. Borrower further acknowledges that Innovative Fluids, LLC. loans the equipment, and the Borrower accepts same, without any warranty, express or implied, on the part of. Innovative Fluids, LLC. Borrower hereby further agrees to indemnify Innovative Fluids, LLC. from any liability whatsoever arising out of said equipment ~~and shall pay all costs of installation and maintenance of such items of equipment~~ and does hereby assume total responsibility for all personal property taxes, assessments, license fees or other charges which might be levied against said equipment, its use, installation and/or maintenance.
5. Borrower acknowledges that failure to pay for any purchases of product supplied by Innovative Fluids, LLC. when due, or breach of any part of this Agreement, in any way, the Borrower shall, upon demand, without any additional notice, immediately surrender and return to. Innovative Fluids, LLC all equipment and other items loaned to him; in such an event, Borrower further agrees to allow. Innovative Fluids, LLC to enter onto the premises where the equipment is stored and remove said items without recourse to process of law.
6. The Borrower further acknowledges, and agrees to, the additional right of Innovative Fluids, LLC at its sole option, to demand the return of all loaned equipment, without any specific breach, upon five days' written notice.
7. Notwithstanding the above, Innovative Fluids, LLC hereby grants to the Borrower an option to purchase the equipment, as a unit, and not in any individual parts at any time. Upon request Innovative Fluids, LLC will provide Borrower with the cost of the equipment and the depreciated value thereof.
8. The written Agreement contains the entire understanding between the parties. Any verbal stipulations of the parties or their representatives are deemed to have been merged with the Agreement, unless otherwise specifically set forth in writing and executed by all parties, subsequent hereto.



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LOANED EQUIPMENT AGREEMENT ADDENDUM

_____ hereby acknowledges receipt of the Loaned Equipment
(Officer)
Agreement and its Terms and Conditions, and receipt of the operating instructions for bulk fluids dispensing equipment installed by Innovative Fluids, LLC at:

(Business Name)

(Address)

(City) (State) (Zip)

_____ acknowledges responsibility for proper training of all
(Business Name)
employees regarding preventative maintenance, compliance with operating instructions, and adherence to all safety precautions, including but not limited to the following:

1. Storage tank must be placed in an area which is ***protected and free from any vehicle movement.***
2. ***Always disconnect electric or air supply when not in use and at close of business each day.***
3. **Do not walk away from tank when dispensing fluids.** Technician must be “hands on” at all times to avoid overfill.
4. **Do not operate pump without fluid in tank.** Immediate damage will result.

Failure to follow these instructions could result in a Massive Fluid Discharge!

(Business Name) (Distributor / Partner)

(Signature) (Signature)

(Print Name / Title) (Print Name / Title)

(Date) (Date)



Sale & Use Tax Exemption Form

As we are updating our records, it has come to our attention that we do not have a current **Sale and Use Tax Exemption Form** on record for your company. It is Innovative Fluids, LLC policy to maintain a copy of all applicable documents pertaining to sales and use tax as part of our records. If we do not have a properly executed certificate or necessary documents, we are obligated to collect all taxes for the state in which the tangible property is SHIPPED TO.

Please assist us by providing an Updated **Sales and Use Tax Form** at your earliest convenience.

Feel free to contact us using the information listed below if you have any questions or concerns regarding forms, instructions, or to submit your documents.

For your convenience, you may mail, fax or E-mail the completed forms.

You are a valued customer and your time and response is greatly appreciated.

Thank you,

Barb Hober
Office Manager
Innovative Fluids, LLC

734-241-5699 (Office)

734-241-7911 (Fax)

Barbhober@innovativefluids.com